

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

vs.

Case No.: 24-13244

Honorable: Laurie J. Michelson

THE VESSEL “HELENE” her engines,
tackle, machinery, appurtenances, and
apparel, etc. in rem., a vessel on the navigable
waterways of the United States of America,
DANIEL DEANE, an individual,
NICHOLSON TERMINAL & DOCK COMPANY,
a Michigan Corporation, FIRST OF AMERICA BANK
– SECURITY nka FIRST OF AMERICA BANK –
SOUTHEAST MICHIGAN, N.A., a Michigan Corporation,
and SHAMROCK CHARTERING CO. a Michigan Corporation

Defendants.

_____/

**DEAN MARINE & EXCAVATING, INC.’S EMERGENCY MOTION FOR
ISSUANCE OF A WARRANT FOR THE ARREST OF A VESSEL**

Plaintiff, Dean Marine & Excavating, Inc. (“Plaintiff”) through its attorneys,
Kotz Sangster Wysocki, P.C., in support of its Emergency Motion for Issuance of a
Warrant for the Arrest of a Vessel, states as follows:

INTRODUCTION

This case arises out of Plaintiff’s maritime lien against the defendant vessel,
Helene (the “Vessel”). Plaintiff has filed its verified complaint seeking foreclosure

of this maritime lien attached to the Vessel. Supplemental Rule C for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure (“Rule C”) governs in rem proceedings for the foreclosure of a maritime lien. Rule C(2)-(3) requires this Court review a plaintiffs complaint to determine if the conditions precedent for an in rem action exist, and if they do, issue a warrant to arrest the vessel for the pendency of the litigation. Plaintiff has followed all applicable rules and the conditions precedent for an in rem action exist. Moreover, due to the movable nature of the Vessel, the Vessel may leave this Court’s jurisdiction at any moment, thus robbing Plaintiff of its ability to enforce its lawful lien. Therefore, Plaintiff respectfully requests this Court issue the Warrant for Arrest of Vessel attached as **Exhibit 1**.

FACTUAL BACKGROUND

1. Plaintiff filed its Verified Complaint on December 5, 2024 and presented this Court with its draft Warrant for Arrest of Vessel.

2. On December 6, 2024, Plaintiff filed its Ex-Parte Motion for Substitute Custodian. (**Exhibit 2**).

3. Plaintiff now brings this Motion seeking immediate review and issuance of a Warrant for the Arrest of the Vessel.

ARGUMENT

1. Rule C(2) requires an “in rem” complaint to: (a) be verified; (b) describe with reasonable particularity the property to be seized; and (c) state that the property is within the district or will be within the district when an action is pending.

2. Rule C(3) governs judicial authorization of process in a maritime in rem proceeding.

3. Rule (C)(3)(a)(i) states: “The Court must review the complaint and any supporting papers. If the conditions for an in rem action exist, the court must issue an order directing the clerk to issue a warrant for the arrest of the vessel or other property that is the subject of the action.”

4. 46 USC § 31342 states:

(a) Except as provided in subsection (b) of this section, a person providing necessities to a vessel on the order of the owner or a person authorized by the owner—

(1) has a maritime lien on the vessel;

(2) may bring a civil action in rem to enforce the lien; and

(3) is not required to allege or prove in the action that credit was given to the vessel.

(b) This section does not apply to a public vessel.

5. “Necessaries” are generally defined as what is “necessary” for a ship to carry out its business or what is “necessary” for it to voyage in its capacity as a vessel.

See, Walker-Skageth Food Stores v the Bavois, 43 F.Supp. 109 (S.D.N.Y 1942); *The Majestic II*, 285 F. 91, (S.D. Fla. 1922).

6. Plaintiff's Complaint has sufficiently pled an in rem, admiralty action. Plaintiff's Verified Complaint alleges:

- a. The Defendant is a vessel, known as the "Helene" (the "Vessel") with official Coast Guard Number 226316. (**Exhibit 3** at ¶ 8).
- b. That Plaintiff performed extensive salvage work, which was necessary for the operation of the Vessel. (**Exhibit 3** at ¶ 13-14).
- c. That Plaintiff has not received payment for providing these necessities. (**Exhibit 3** at ¶ 24).

7. Therefore, because Plaintiff has properly pled an in rem, admiralty action under Rule (C)(3)(a)(i), Plaintiff requests this Court issue a Warrant for the Arrest of a Vessel, attached as **Exhibit 1**.

8. Plaintiff fears the vessel may leave the jurisdiction at any time, and therefore, requests this Court immediately consider this motion.

CONCLUSION

WHEREFORE, Plaintiff, Dean Marine & Excavating, Inc., respectfully requests this Court grant this motion, issue the Warrant for Arrest of a Vessel attached hereto as **Exhibit 1**, and grant such further relief as this Court deems just.

Respectfully submitted,

KOTZ SANGSTER WYSOCKI P.C.

/s/ Tyler P. Phillips

By: Jeffrey M. Sangster (P30791)

Tyler P. Phillips (P78280)

Michael J. Sapick (P80999)

Attorneys for Plaintiff

400 Renaissance Center, Suite 3400

Detroit, MI 48243

(313) 259-8300

jsangster@kotzsangster.com

tphillips@kotzsangster.com

Dated: December 6, 2024

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

vs.

Case No.: 24-13244

Honorable: Laurie J. Michelson

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– SECURITY nka FIRST OF AMERICA BANK –
SOUTHEAST MICHIGAN, N.A., a Michigan Corporation,
and SHAMROCK CHARTERING CO. a Michigan Corporation

Defendants.

_____/

BRIEF IN SUPPORT OF DEAN MARINE & EXCAVATING, INC.’S
EMERGENCY MOTION FOR ISSUANCE OF A WARRANT FOR THE
ARREST OF A VESSEL

Plaintiff, Dean Marine & Excavating, Inc. (“Plaintiff”) through its attorneys,
Kotz Sangster Wysocki P.C., submits this Brief in Support of its Emergency Motion
for Issuance of a Warrant for the Arrest of a Vessel, and rely on the authorities and
facts set forth in its motion filed contemporaneously herewith.

Respectfully submitted,

KOTZ SANGSTER WYSOCKI P.C.

/s/ Tyler P. Phillips

By: Jeffrey M. Sangster (P30791)

Tyler P. Phillips (P78280)

Michael J. Sapick (P80999)

Attorneys for Plaintiff

400 Renaissance Center, Suite 3400

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CERTIFICATE OF SERVICE

Tyler P. Phillips certifies that on the 6th day of December, 2024, he served Plaintiff’s Emergency Motion for Issuance of a Warrant for the Arrest of a Vessel, Brief in Support, and this Certificate of Service, in accordance with the Court’s Electronic Guidelines. Notice of Electronic Filing of these documents will be sent to all parties by operation of the Court’s electronic filing system.

/s/ Tyler P. Phillips

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

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WARRANT FOR THE ARREST OF A VESSEL

TO THE UNITED STATES MARSHAL FOR THE UNITED STATES DISTRICT
COURT FOR THE EASTERN DISTRICT OF MICHIGAN

The complaint in the above-styled in rem proceeding was filed in the Southern
Division of this Court on December 5, 2024, asserting an admiralty cause of action
in rem against a certain 96.75’ vessel known as Helene, official Coast Guard Number
226316, its boats, tackle, apparel, furniture, engines, and appurtenances, and asking

that process issue for the arrest of the defendant vessel or other property that is the subject of this action.

In accordance with Supplemental Rule C for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, you are HEREBY COMANDED to arrest the defendant vessel, Helene, official Coast Guard Number 226316, her boats, tackle, apparel and furniture, engines, and appurtenances, and to detain the same in your custody pending further order of the Court respecting the same; and that you promptly, after execution of this process file the same in the Court with your return thereon.

Clerk of the Court

Deputy Clerk

EXHIBIT 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

vs.

Case No.: 24-13244

Honorable: Laurie J. Michelson

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**DEAN MARINE & EXCAVATING, INC.’S EX PARTE MOTION FOR
SUBSTITUTE CUSTODIAN**

Dean Marine & Excavating, Inc., through its attorneys, Kotz Sangster
Wysocki P.C., states as follows in support of its Motion for Substitute Custodian:

1. On December 5, 2024, Dean Marine & Excavating, Inc. (“Dean
Marine”) filed its Verified Complaint, in rem, against the vessel “Helene” (“the
Vessel”) and in personam against Daniel Deane (“D. Deane”), Nicholson Terminal
& Dock Company (“Nicholson”), First of America Bank – Security nka First of

America Bank – Southeast Michigan, N.A. (“First of America”), and Shamrock Chartering C. (“Shamrock”).

2. Plaintiff’s Verified Complaint requested this Court issue a warrant for the arrest of the Vessel.

3. Federal Rules of Civil Procedure (C)(1)-(C)(3) of the Supplemental Rules for Admiralty and Maritime Claims requires the Court to issue an arrest warrant in an in rem action to enforce a maritime lien.

4. Due to the movable nature of a vessel on navigable waters, and the in rem nature of the proceeding, this process is often completed ex parte.

5. Once seized by the United States Marshals, the subject vessel is then held within control of the court during the pendency of the lawsuit.

6. A party is required to compensate the United States Marshals for the cost of this storage. LR E.1.

7. However, a party may reduce this cost by asking this Court to appoint a substitute custodian for the vessel.

8. Federal Rule of Civil Procedure E(5)(C) of the Supplemental Rules for Admiralty and Maritime Claims states:

(c) Release by Consent or Stipulation; Order of Court or Clerk; Costs. Any vessel, cargo, or other property in the custody of the marshal or other person or organization having the warrant may be released forthwith upon the marshal's acceptance and approval of a stipulation, bond, or other security, signed by the party on whose behalf the property is

detained or the party's attorney and expressly authorizing such release, if all costs and charges of the court and its officers shall have first been paid. Otherwise no property in the custody of the marshal, other person or organization having the warrant, or other officer of the court shall be released without an order of the court; but such order may be entered as of course by the clerk, upon the giving of approved security as provided by law and these rules, or upon the dismissal or discontinuance of the action; but the marshal or other person or organization having the warrant shall not deliver any property so released until the costs and charges of the officers of the court shall first have been paid.

9. In the event that this Court enters an order authorizing the Clerk of the Court to prepare a warrant for the arrest of the Vessel, and the warrant is so issued, and for the convenience of the United States Marshals and to limit expenses and to provide for better safekeeping of the Vessel, Dean Marine desires to have a substitute custodian named by this Court.

10. Dean Marine wishes to have itself named as substitute custodian.

11. Upon information and belief, the Vessel is currently located at Nicholson's Ecorse Terminal, 360 E Great Lakes Ave, Ecorse, Michigan 48229.

12. Dean Marine has adequate facilities to safely store the Vessel during the pendency of this litigation.

13. Dean Marine is insured for any damages which may be caused to the Vessel while in its care, custody, or control. An insurance certificate is attached as

Exhibit 1.

WHEREFORE, Dean Marine & Excavating, Inc. respectfully requests this Court enter the Order attached as **Exhibit 2**, appointing Dean Marine as the substitute custodian for the Vessel, which is the subject of this action and granting such further relief as this Court deems just.

Respectfully submitted,

KOTZ SANGSTER WYSOCKI P.C.

/s/ Tyler P. Phillips

By: Jeffrey M. Sangster (P30791)

Tyler P. Phillips (P78280)

Michael J. Sapick (P80999)

Attorneys for Plaintiff

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BRIEF IN SUPPORT OF DEAN MARINE & EXCAVATING, INC.’S EX
PARTE MOTION FOR SUBSTITUTE CUSTODIAN

Dean Marine & Excavating, Inc., through its attorneys, Kotz Sangster
Wysocki P.C., relies upon, and incorporates by reference, the statements of law and
fact contained within its Motion for Substitute Custodian as if fully stated herein.

Respectfully submitted,

KOTZ SANGSTER WYSOCKI P.C.

/s/ Tyler P. Phillips

By: Jeffrey M. Sangster (P30791)

Tyler P. Phillips (P78280)

Michael J. Sapick (P80999)

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CERTIFICATE OF SERVICE

Tyler P. Phillips certifies that on the 6th day of December, 2024, he served Plaintiff’s Ex Parte Motion for Substitute Custodian, Brief in Support, and this Certificate of Service, in accordance with the Court’s Electronic Guidelines. Notice of Electronic Filing of these documents will be sent to all parties by operation of the Court’s electronic filing system.

/s/ Tyler P. Phillips

EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Debbie Rossi PHONE (A/C, No, Ext): (248) 519-1400 E-MAIL ADDRESS: drossi@ghbh.com FAX (A/C, No): (248) 519-1401																					
INSURED	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>EMCASCO Insurance Company</td><td>21407</td></tr><tr><td>INSURER B :</td><td>Employers Mutual Casualty Company</td><td>21415</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	EMCASCO Insurance Company	21407	INSURER B :	Employers Mutual Casualty Company	21415	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6X61429	12/20/2023	12/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			6X61429	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			6X61429	12/20/2023	12/20/2024	PROPERTY DAMAGE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6H61429	06/30/2024	12/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			6C61429	12/20/2023	12/20/2024	Leased/Rented \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

vs.

Case No.: 24-13244

Honorable: Laurie J. Michelson

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SOUTHEAST MICHIGAN, N.A., a Michigan Corporation,
and SHAMROCK CHARTERING CO. a Michigan Corporation

Defendants.

_____/

**ORDER GRANTING DEAN MARINE & EXCAVATING, INC.’S MOTION
FOR SUBSTITUTE CUSTODIAN**

Plaintiff, Dean Marine & Excavating, Inc. (“Dean Marine”), having brought
its Motion for Substitute Custodian, the Court having heard arguments regarding
same, and the Court otherwise being fully advised in the premises:

IT IS HEREBY ORDERED that Plaintiff, Dean Marine’s Motion is hereby
GRANTED.

IT IS FURTHER ORDERED that Dean Marine and Excavating, Inc. in consideration of the United States Marshal's consent to the substitution of custody, shall indemnify, hold harmless, and release the United States Marshal, the United States of America, their agents, servants, employees, and all others for whom they are responsible, from any and all liability and responsibility arising out of the care and custody of the vessel, her engines, tackle, appurtenances, furnishings, [cargo], etc. from the date of the transfer of possession of said vessel, her engines, tackle, appurtenances, furnishings, [cargo], etc.

IT IS FURTHER ORDERED that Dean Marine and Excavating, Inc. shall defend the United States of America, the United States Marshal, their agents, servants, employees, and all others for whom they are responsible, against all claims and actions arising out of said substitute custody and, further, shall indemnify and hold harmless and be responsible to pay and satisfy all claims and judgments that might arise out of said substitute custody and shall be responsible and indemnify and hold harmless the United States of America, the United States Marshal, their agents, servants, employees, and all others for whom they are responsible, for all attorneys' fees, costs, expenses and disbursements incurred in defending against such claims or actions arising out of said substitute custody.

IT IS FURTHER ORDERED that the United States Marshal for the Eastern District of Michigan shall surrender the possession of the Defendant vessel to the substitute custodian named herein upon executing the warrant in this action.

IT IS FURTHER ORDERED that Dean Marine and Excavating, Inc. be, and is hereby, appointed the custodian of said vessel to retain the same in its custody for possession and safekeeping for the aforementioned compensation until further Order of the Court.

IT IS FURTHER ORDERED that all United States Marshal's costs be paid prior to release of said vessel.

IT IS FURTHER ORDERED that the substitute custodian must receipt for the vessel and the United States Marshal must attest to the date and time of release on a certified copy thereof.

Hon.

Dated:

EXHIBIT 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

vs.

Case No.:
Honorable:

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_____ /

PLAINTIFF’S VERIFIED COMPLAINT

Dean Marine & Excavating, Inc., through its attorneys, Kotz Sangster
Wysocki P.C., states as follows in support of Plaintiff’s Verified Complaint:

JURISDICTION AND BACKGROUND

1. This complaint seeks foreclosure of a maritime lien.
2. 46 USC §§ 31341-31343 grants a maritime lien to parties who perform services to a vessel.

3. 28 USC § 1333 grants this Court original and exclusive jurisdiction over maritime actions.

4. This Court has supplemental jurisdiction under 28 USC § 1367 because the other claims in this action arise out of the same transaction or occurrence giving rise to this Court's original jurisdiction.

5. Fed. R. Civ. P. Supplemental Rules for Certain Admiralty and Maritime Claims (C) governs the filing of an "in rem" action to enforce a maritime lien.

6. Plaintiff, Dean Marine & Excavating, Inc. ("Dean Marine") is a Michigan corporation with its primary place of business located at 75 Avery Street, Mt. Clemens, Macomb County, Michigan.

7. Upon information and belief, the Dean family ("Owner"), an entity that is believed to be synonymous with Defendants Daniel Dean ("D. Deane") and Nicholson Terminal & Dock Company ("Nicholson"), is the current owner of the 96.75 foot vessel known as "HELENE," with official Coast Guard Number 226316 and is a resident of the State of Michigan. **Exhibit 1.**

8. Defendant, a vessel, "HELENE" (the "Vessel") is a 96.75 foot motor yacht, with official Coast Guard Number 226316.

9. Defendant, Nicholson Terminal & Dock Company is a domestic profit corporation that, upon information and belief, has its principal place of business located at 380 E Great Lakes Ave, Ecorse, Michigan 48229.

10. Defendant, Daniel Deane is an individual who, upon information and belief, is the President of Nicolson and resides at 239 Dean Ln, Grosse Pointe Farms, Michigan 48236.

11. Defendant, First of American Bank – Security nka First of America Bank – Southeast Michigan, N.A. is a domestic profit corporation that, upon information and belief, has its principal place of business located at 211 South Rose Street, Kalamazoo, Michigan 49007.

12. Defendant, Shamrock Chartering Co. is a domestic profit corporation that, upon information and belief, has its principal place of business located at 380 E Great Lakes Ave, Ecorse, Michigan 48229.

13. Starting March 5, 2024 and ending March 13, 2024, D. Deane, on behalf of Nicholson, entered into a contract with Dean Marine to salvage the Vessel, which had sunk. Such salvage work included, but is not necessarily limited to, the work described in the invoice attached as **Exhibit 2** and incorporated by reference hereto.

14. Such work is necessary for the operation of the Vessel.

15. Upon information and belief, Owner also owned the Vessel on the dates the salvage work was performed.

16. Pursuant to the Abstract of Title, it is also possible that Shamrock Chartering Co. and First of America Bank – Security nka First of American Bank – Southeast Michigan, N.A. may have an interest in the Vessel. **Exhibit 3.**

17. Upon information and belief, the Vessel is currently located at Nicholson's Ecorse Terminal, 360 E Great Lakes Ave, Ecorse, Michigan 48229.

COUNT I –
FORECLOSURE OF MARITIME LIEN
(ALL DEFENDANTS)

18. Dean Marine incorporates the preceding paragraphs by reference as if fully stated herein.

19. Dean Marine entered into a contract with D. Deane, who was contracting on behalf of Nicholson, to salvage the Vessel.

20. D. Deane represented his/Nicholson's ownership of the Vessel at the time he entered into the contract for salvage.

21. D. Deane demonstrated full control of the Vessel at the time he entered into the contract for salvage.

22. Dean Marine salvaged the sunken Vessel.

23. The reasonable value of the labor and services which remains unpaid is One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12), exclusive of interest.

24. Despite Dean Marine's repeated demands to D. Deane for payment of the labor and services provided, it has not received payment of the amount due.

25. As a result of the above, Dean Marine has suffered damages in the amount of no less than One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12).

26. As a result of the above, Dean Marine holds a maritime lien against the Vessel.

27. As a result of the above, Dean Marine's maritime lien takes priority over any preferred ship mortgage which may be held by another party.

WHEREFORE, Dean Marine & Excavating, Inc. requests the Court grant the following relief:

a. That service of process in rem pursuant to supplemental rules C and E of admiralty and maritime claims issue against the Vessel, her engines, tackle, machinery, appurtenances, and apparel, etc. and that all persons having or claiming any interest in said Vessel be cited to appear and answer under oath all and singular the above matters;

b. That judgment be granted in favor of Dean Marine & Excavating, Inc. and against the Vessel in the amount of no less than One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars

(\$128,127.12), plus any interest as allowed by law, costs and attorneys' fees, and such further relief as this Court deems just;

c. That a warrant for arrest of the Vessel be issued;

d. That the Vessel be sold at auction, as authorized by law, to satisfy any judgment against the Vessel;

e. That Dean Marine & Excavating, Inc.'s maritime lien be declared superior in right to any other party's preferred ship mortgage and that any proceeds from any sale of the Vessel shall be distributed first for repayment of Dean Marine & Excavating, Inc.'s maritime lien before any subsequent claim by any other party; and

f. That Dean Marine & Excavating, Inc. be granted such further relief as this Court deems just.

COUNT II—
BREACH OF CONTRACT
(NICHOLSON AND D. DEANE)

28. Dean Marine incorporates the preceding paragraphs by reference as if fully stated herein.

29. This Court has supplemental jurisdiction for this count under 28 USC § 1367.

30. Dean Marine and D. Deane, on behalf of Nicholson, entered into a valid contract to salvage the Vessel.

31. Dean Marine fully performed the terms of its contract with D. Deane/Nicholson by tendering the salvage services.

32. D. Deane/Nicholson accepted Dean Marine's tender of the same.

33. Despite demand, D. Deane/Nicholson has failed to pay Dean Marine for the salvage services.

34. D. Deane's/Nicholson's failure to provide payment for the salvage services is a material breach of the parties' contract.

35. As a direct and proximate result of the failure and refusal of D. Deane/Nicholson to pay for the salvage services, Dean Marine has incurred damages in the amount of no less than One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12).

WHEREFORE, Dean Marine & Excavating, Inc. requests this Court enter judgment in its favor against Daniel Deane and Nicholson Terminal & Dock Company in the amount of no less than One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12), plus any interest as allowed by law, costs and attorneys' fees and such further relief as this Court deems just.

COUNT III –
ACCOUNT STATED
(NICHOLSON AND D. DEANE)

36. Dean Marine incorporates the preceding paragraphs by reference as if fully stated herein.

37. This Court has supplemental jurisdiction for this matter under 28 USC § 1367.

38. Dean Marine sold the salvage services to D. Deane, who was contracting on behalf of Nicholson, on open account.

39. Dean Marine rendered invoices to Nicholson via D. Deane, which remain outstanding at this time.

40. Dean Marine has issued statements to D. Deane/Nicholson for payment of the balance due in the amount of One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12), plus costs, interest, and attorneys' fees.

41. The account has become stated as to Nicholson and D. Deane.

42. Attached hereto as **Exhibit 4** and incorporated herein by reference is the Affidavit of Amount Due executed by the President of Dean Marine, on Dean Marine's behalf, indicating a balance due to Dean Marine from Nicholson/D. Deane in the amount of One Hundred Twenty-Eight Thousand One Hundred

Twenty-Seven and 12/100 Dollars (\$128,127.12), plus costs, interest, and attorneys' fees.

WHEREFORE, Dean Marine & Excavating, Inc. requests this Court enter judgment in its favor against Daniel Deane and Nicholson Terminal & Dock Company in the amount of no less than One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12), plus any interest as allowed by law, costs and attorneys' fees and such further relief as this Court deems just.

COUNT IV –
UNJUST ENRICHMENT
(NICHOLSON AND D. DEANE)

43. Dean Marine incorporates the preceding paragraphs by reference as if fully stated herein.

44. This Court has supplemental jurisdiction for this matter under 28 USC § 1367.

45. Upon request by D. Deane, who was contracting on behalf of Nicholson, Dean Marine provided salvage services to Nicholson/D. Deane.

46. Nicholson/D. Deane has received the benefit of the salvage services.

47. Nicholson/D. Deane has not paid Dean Marine the amount due for the salvage services.

48. It is unjust and inequitable to allow D. Deane, Nicholson or the Owner to have continued use and enjoyment of the salvage services, without having the corresponding obligation to make payment to Dean Marine.

49. In the event D. Deane/Nicholson is permitted to receive and retain the salvage services without making just and adequate payment for same, D. Deane/Nicholson will be unjustly enriched at the expense of Dean Marine.

WHEREFORE, Dean Marine & Excavating, Inc. requests this Court enter judgment in its favor against Daniel Deane and Nicholson Terminal & Dock Company in the amount of no less than One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12), plus any interest as allowed by law, costs and attorneys' fees, and such further relief as this Court deems just.

Respectfully submitted,

KOTZ SANGSTER WYSOCKI P.C.

/s/ Jeffrey M. Sangster

By: Jeffrey M. Sangster (P30791)

Tyler P. Phillips (P78280)

Michael J. Sapick (P80999)

Attorneys for Plaintiff

400 Renaissance Center, Suite 3400

Detroit, MI 48243

(313) 259-8300

jsangster@kotzsangster.com

tphillips@kotzsangster.com

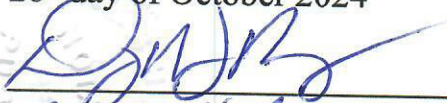
Dated: December 5, 2024

I verify under penalty of perjury that the above facts set forth in the Verified Complaint are true and correct to the best of my knowledge.



Dean Williams – President
Dean Marine & Excavating, Inc.

Sworn and subscribed to me on this
28th day of October 2024



Douglas H. Rettberg Notary Public
Oakland County, Michigan
Acting in Macomb County
My Commission Expires: 6.6.2028



EXHIBIT 1

BGSU[®] University Libraries

Historical Collections of the Great Lakes

Dean family

Historical Collections of the Great Lakes / Vessels / HELENE / Dean family

Name	Dean family
Vessel Owner For	HELENE
City	Detroit
State	MI
Country	United States
Begin Date	1 January 1980
Registry	U.S.
Official Number	226316

Bowling Green State University • Bowling Green, Ohio • 43403-0001 • 419-372-2531 • sprangm@bgsu.edu

BGSU[®] University Libraries

Historical Collections of the Great Lakes

HELENE

Historical Collections of the Great Lakes / Vessels / HELENE



Registry and Rig Information

Name	HELENE
Registry	U.S.
Official Number	226316
Rig	Motor Yacht

Dimensions and Tonnage

Length	96.75
Width	16.66
Depth	7.66
Gross Tonnage	104.00
Net Tonnage	70.00
Hull Material	Steel
Hull Number	00121

Vessel History

Rebuilds	Tonnage change, 1975 [99 gross - 67 net].
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Build Information

Builder	Defoe Boat and Motor Works
Place Built	Bay City, MI
Date Built	1927-00-00

Source

Source	HCGL
--------	------

Vessel Owners

Name	Begin Date	End Date	Registry	Official Number
C.M. Verbiest and Associates, Inc.	1964-00-00	1980-01-01	U.S.	226316
Charles E. Sorensen	1927-00-00	1936-00-00	U.S.	226316
Dean family	1980-01-01		U.S.	226316
G.W. Ford Yacht Agency	1946-00-00	1949-00-00	U.S.	226316
Queens Tire and Supply Corp.	1941-00-00	1943-00-00	U.S.	226316
Robert C. Renolde	1949-00-00	1962-00-00	U.S.	226316
Robert S. Brown	1936-00-00	1941-00-00	U.S.	226316
Ruth L. Renolde	1962-00-00	1964-00-00	U.S.	226316
U.S. Government	1943-00-00	1946-00-00	U.S.	226316

EXHIBIT 2



Invoice

Date	Invoice #
3/18/2024	128867

DEAN MARINE AND EXCAVATING INC
75 AVERY STREET
MOUNT CLEMENS
MI 48043

Bill To
Nicholson Terminal & Dock Company 360 E Great Lakes St River Rouge, Mi 48218

Phone #	E-mail	P.O. No.	Terms	Project
586-855-6751	doug@deanmarine.net	Dan Dean	Due on receipt	Nicholson Boat Salv...
Serviced	Description	Quantity	Rate	Amount
3/5/2024	F550 Flatbed and Tag Trailer Transit DME MC Yard - Port of Detroit Pick up Spreader Beam, Transit to Nicholson Ecorse Dock - Transit to DME MC Yard	6	125.00	750.00
3/8/2024	Tug Enduring Freedom ST-911, and Crane Barge DME-167 Transit from DME Rouge Dock - Nicholson Ecorse Dock	4	850.00	3,400.00
3/8/2024	Crane Barge DME-167 with Manitowoc 222 100ton Crane, Deck Equipment and Crew	4	1,500.00	6,000.00
3/8/2024	Tug Enduring Freedom ST-911 Transit to BTI-2010. Transit BTI-2010 to Nicholson Ecorse Dock	4	850.00	3,400.00
3/8/2024	Crane Barge BTI-2010 with Manitowoc 888 230ton Crane, Deck Equipment and Crew	4	1,500.00	6,000.00
3/11/2024	Crane Barge BTI-2010 with Manitowoc 888 230ton Crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, 0700-1500	8	1,500.00	12,000.00
3/11/2024	Crane Barge BTI-2010 with Manitowoc 888 230ton Crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, OT Over 8 Hours 1500-1800	3	1,750.00	5,250.00
3/11/2024	Crane Barge DME-167 with Manitowoc 222 100ton crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, 0700-1500	8	1,500.00	12,000.00

		Total US Funds
Web Site		Payments/Credits
deanmarine.net		Balance Due



Invoice

Date	Invoice #
3/18/2024	128867

DEAN MARINE AND EXCAVATING INC
75 AVERY STREET
MOUNT CLEMENS
MI 48043

Bill To
Nicholson Terminal & Dock Company 360 E Great Lakes St River Rouge, Mi 48218

Phone #	E-mail	P.O. No.	Terms	Project
586-855-6751	doug@deanmarine.net	Dan Dean	Due on receipt	Nicholson Boat Salv...
Serviced	Description	Quantity	Rate	Amount
3/11/2024	Crane Barge DME-167 with Manitowoc 222 100ton crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, OT Over 8 Hours 1500-1800	3	1,750.00	5,250.00
3/11/2024	18' Support Vessel	1	1,250.00	1,250.00
3/11/2024	Tug Enduring Freedom ST-911 on site at Nicholson Boat Salvage 0700-1500	8	850.00	6,800.00
3/11/2024	Tug Enduring Freedom ST-911 on site at Nicholson Boat Salvage, OT Over 8 Hours 1500-1800	3	1,150.00	3,450.00
3/12/2024	Crane Barge BTI-2010 with Manitowoc 888 230ton Crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, 0700-1500	8	1,500.00	12,000.00
3/12/2024	Crane Barge BTI-2010 with Manitowoc 888 230ton Crane, Deck Equipment and crew on site at Nicholson Boat Salvage, OT Over 8 Hours 1500-1700	2	1,750.00	3,500.00
3/12/2024	Crane Barge DME-167 with Manitowoc 222 100ton Crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, 0700-1500	8	1,500.00	12,000.00
3/12/2024	Crane Barge DME-167 with Manitowoc 222 100ton Crane, Deck Equipment and Crew on site at Nicholson Boat Salvage, OT Over 8 Hours 1500-1700	2	1,750.00	3,500.00
3/12/2024	18' Support Vessel	1	1,250.00	1,250.00

		Total US Funds
Web Site		Payments/Credits
deanmarine.net		Balance Due



Invoice

Date	Invoice #
3/18/2024	128867

DEAN MARINE AND EXCAVATING INC
75 AVERY STREET
MOUNT CLEMENS
MI 48043

Bill To
Nicholson Terminal & Dock Company 360 E Great Lakes St River Rouge, Mi 48218

Phone #	E-mail	P.O. No.	Terms	Project
586-855-6751	doug@deanmarine.net	Dan Dean	Due on receipt	Nicholson Boat Salv...
Serviced	Description	Quantity	Rate	Amount
3/12/2024	Tug Enduring Freedom ST-911 on site at Nicholson Boat Salvage, 0700-1500	8	850.00	6,800.00
3/12/2024	Tug Enduring Freedom ST-911 on site at Nicholson Boat Salvage, OT Over 8 Hours 1500-1700	2	1,150.00	2,300.00
3/13/2024	Tug Enduring Freedom ST-911, and DME-167 transit from Nicholson Ecorse Dock - DME Rouge Dock	4	850.00	3,400.00
3/13/2024	Crane Barge DME-167 with Manitowoc 222 100ton Crane, Deck Equipment and Crew	4	1,500.00	6,000.00
3/13/2024	Tug Enduring Freedom ST-911, BTI-2010 transit Nicholson Ecorse Dock - DME Rouge Dock	4	850.00	3,400.00
3/13/2024	Crane Barge BTI-2010 with Manitowoc 888 230ton Crane, Deck Equipment and Crew	4	1,500.00	6,000.00
3/13/2024	Rigging Equipment, Shackles, Straps, ETC.	1	2,427.12	2,427.12

		Total US Funds	\$128,127.12
Web Site		Payments/Credits	\$0.00
deanmarine.net		Balance Due	\$128,127.12

EXHIBIT 3

COPIES FROM 1888
TREASURY DEPARTMENT
U.S. MAR. & COM. SER. U.S. MAR.
SER. U.S. MAR.
SER. U.S. MAR.

GENERAL INDEX OR ABSTRACT OF TITLE

226316
(Official number)

all across
(Sit)

New York, N.Y.
(Permanent home port)

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(7) RELEASE
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(99) _____
(100) _____

This vessel was built at Bay City, Michigan in 1927 of steel

by Dafos Boat & Motor Works for Charles E. Sorenson

as appears by Certificate of H. J. Dafos, Principal carpenter for Dafos Boat & Motor Works, builder,
on file in this office.

U.S. DEPARTMENT OF COMMERCE, MAR. COM.

GRANTOR	GRANTEE	Kind of instrument and part conveyed	Date of instrument and date of maturity	Consideration or amount and discharge amount	Received for record	Recorded	Time of endorsement and entry or approval of home port	Port where endorsed
<u>RECORD AT NEW YORK, N.Y.</u>								
Copy of Abstract and Certificate of Record of Title from the Port of Detroit, Michigan in the District of Michigan dated April 18, 1929 Master Carpenter's Certificate of Dafos Boat & Motor Works (builders) Bay City, Michigan on file in this office.								
THERE ARE NO LIENS, MORTGAGES, OR ENCUMBRANCES AGAINST THE SAID VESSEL ON FILE IN THIS OFFICE.								
RECORD OF VESSEL AT TOLEDO, OHIO								
Abstract of Title issued at Detroit, under Sec. 30 Sub B H(e) FM Act 1920					May 10, 1929 9 A.M.	Abstracts 19		
Charles E. Sorenson	C. O. Miniger	Bill of Sale	May 13, 1929	\$1.00	May 18, 1929 at 9:30 A.M.	Book 18 Page 23		
RECORD OF VESSEL AT TAMPA, FLORIDA								
Collector of Customs Toledo, Ohio	Collector of Customs Tampa, Florida	Abstract of Title	Nov. 4, 1933		Nov. 5, 1933 at 2:00 P.M.	Book 1362 A Page 157		
C. O. Miniger	Robert S. Brown	Bill of Sale	Oct. 25, 1933	\$10.00	Nov. 5, 1933 at 2:00 P.M.	Book 1347 e Page 41		
THERE ARE NO LIENS OR MORTGAGES OF RECORD IN THIS OFFICE AGAINST THE SAID VESSEL								
RECORD AT NEW YORK, N.Y.								
Collector of Customs Tampa, Florida	Collector of Customs New York, N.Y.	Abstract of Title	Apr. 9, 1941		April 15, 1941 at 10:25 A.M.	Book H(e)13 Page 56		
Robert S. Brown	Queens Tire & Supply Corporation	Bill of Sale	Apr. 9, 1941	\$35,000.00	Apr. 16, 1941 at 10:25 A.M.	Book 102 y Page 68		
Permanent Yacht Enrollment No. 103 issued at New York, N.Y. on Apr. 16, 1941 in the ownership of Queens Tire & Supply Corp. surrendered at New York, N.Y. on Feb. 18, 1943; Regulated by War Shipping Administration Letter dated Feb. 4, 1943; redocumented at New York, N.Y. on May 27, 1946; Property changed and Permanent Yacht Enrollment issued in the ownership of Gerald W. Ford, doing business as G. W. Ford Yacht Agency								
Queens Tire & Supply Corp.	United States of America represented by the War Shipping Administration	Bill of Sale	May 2, 1943	\$37,500.00	May 27, 1946 at 3:45 P.M.	Book 40 z 69		
United States of America represented by the Acting Administrator War Shipping Administration	Gerald W. Ford doing business as G. W. Ford Yacht Agency	Bill of Sale	May 3, 1946	\$10.00	May 27, 1946 at 3:45 P.M.	40 z-66		
RECORD AT DETROIT, MICHIGAN								
Collector of Customs New York, N.Y.	Collector of Customs Detroit, Michigan	Abstract of Title	4/23/49		April 23, 1949 3:00 P.M.	Index 1 Index 2		

890 11/11

Continuation Sheet No. 1

(4) _____
(3) _____
(2) _____
(1) **RENT** _____
(Name of vessel)

[illegible]

CONTINUATION SHEET NO. 2

(Official number)

Q1, S.Y.

New York, N. Y.

Former home port

HIGHWAY

(Name of vessel)

GRANTOR	GRANTEE	Kind of instrument and part conveyed	Date of instrument and date of maturity	Consideration or amount and discharge amount	Received for record	Recorded	Time of endorsement and entry or approval of home port	Port where endorsed
Collector of Customs, New York, N.Y.	Collector of Customs, Detroit, Michigan	Abstract of Title	4/13/49	- -	April 20, 1949 3:00 P.M.	Binder 1 Inst. 2		
Gerald W. Ford, doing business as G. W. Ford Yacht Agency.	Albert E. Schrabacher	B/S WHOLE	3/31/48	1:00 & o.v.c.	April 20, 1949 3:00 P.M.	Book 1 B/S Inst. 179	A	
Albert E. Schrabacher	Robert C. Renolde	B/S WHOLE	2/17/49	10:00 & o.c.	April 20, 1949 3:00 P.M.	Book 1 B/S Inst. 180	April 20, 1949	
Robert C. Renolde	Robert C. Renolde and Ruth L. Renolde	B/S WHOLE	11/16/59	\$1.00 & O.V.C.	November 16, 1959 3:00 P.M.	Book 4 B/S Inst. 22	November 16, 1959	
Ruth L. Renolde	C. M. Verbiest & Associates, Inc.	B/S WHOLE	8/11/64	\$75,000.00	August 17, 1964 3:00 P.M.	B/S Book 5 Inst. 70	August 17, 1964	
C.M. Verbiest & Associates, Inc.	Shamrock Chartering Co.	B/S Whole	9 April 80	\$75,000.00	11 April 1980 10:40A.M.	B/S Book 12 Instr. 231	11 April 1980	
DELETED FROM DOCUMENTATION, 17 SEPTEMBER 1985 CLEVELAND, OH - FAILURE TO RENEW								
10/1/85 - RETURNED VESSEL TO DOCUMENTATION AT CLEVELAND, OH IN THE OWNERSHIP OF SHAMROCK CHARTERING CO.								

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-1332A (REV. 9-92)		GENERAL INDEX OR ABSTRACT OF TITLE CONTINUATION SHEET NO. <u>13</u>				OFFICIAL NO. 226316	
---	--	--	--	--	--	------------------------	--

INSTRUMENT M	% CONVEYED 100%	DATE 03MAR94	AMOUNT \$1,830,000.00	BOOK BOX 2-94	PAGE 370
FILED PORT CLEVELAND, OH		DATE 21MAR94	TIME 1:13PM		DATE TERMINATED NA
GRANTOR SHAMROCK CHARTERING CO					
GRANTEE FIRST OF AMERICA BANK - SECURITY					

INSTRUMENT SMTG	% CONVEYED 100%	DATE 11/9/94	AMOUNT \$1,830,000.00	BOOK BOX 6-94	PAGE 164
FILED PORT CLEVELAND, OH		DATE 11/15/94	TIME 9:05 AM		DATE TERMINATED NA
GRANTOR FIRST OF AMERICA BANK -SECURITY nka FIRST OF AMERICA BANK-SOUTHEAST MICHIGAN, N.A.					
GRANTEE SHAMROCK CHARTERING CO					

INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
FILED PORT		DATE	TIME		DATE TERMINATED
GRANTOR					
GRANTEE					

INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
FILED PORT		DATE	TIME		DATE TERMINATED
GRANTOR					
GRANTEE					

☐ ISSUED AS AN ABSTRACT OF TITLE
 DATE: _____ TIME: _____
 PORT: _____ PAGE _____ OF _____

☐ ISSUED FOR CHANGE OF PORT OF RECORD

 DOCUMENTATION OFFICER

U.S. Coast Guard
GENERAL INDEX OR ABSTRACT OF TITLE
Continuation Sheet No. 4

ISSUED AS AN ABSTRACT OF TITLE AS OF

DATE: 10/17/2024 TIME: 6:30 AM


DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER

EXHIBIT 4

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DEAN MARINE & EXCAVATING, INC.
a Michigan corporation,

Plaintiff,

vs.

Case No.:
Honorable:

THE VESSEL "HELENE" her engines,
tackle, machinery, appurtenances, and
apparel, etc. in rem., a vessel on the navigable
waterways of the United States of America,
DANIEL DEANE, an individual,
NICHOLSON TERMINAL & DOCK COMPANY,
a Michigan Corporation, FIRST OF AMERICA BANK
– SECURITY nka FIRST OF AMERICA BANK –
SOUTHEAST MICHIGAN, N.A., a Michigan Corporation,
and SHAMROCK CHARTERING CO. a Michigan Corporation

Defendants.

AFFIDAVIT OF ACCOUNT DUE

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Dean Williams, being first duly sworn, depose and say that:

1. I am an officer for Dean Marine & Excavating, Inc. and, if called upon as a witness, can testify competently as to all matters set forth herein.

2. Daniel Deane and Nicholson Terminal & Dock Company are presently indebted to Dean Marine & Excavating, Inc. on open account in the

principal amount of One Hundred Twenty-Eight Thousand One Hundred Twenty-Seven and 12/100 Dollars (\$128,127.12), plus costs, interest, and attorney fees, over and above all known legal counter-claims or set-offs.

Further Affiant sayeth not.



By:

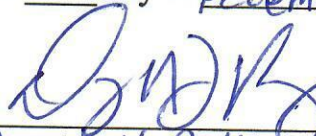
Dean Williams
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

On the 5 day of December, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Dean Williams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that executed it.



Subscribed and sworn to before me
this 5 day of December, 2024.



Douglas H. Rettberg Notary Public
Oakland County, Michigan
My Commission Expires: 6.6.2028
Acting in the County of Macomb